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# **Village of Indian Head Park**

## **Electric Aggregation**

### **Plan of Operation and Governance**

**November 15, 2012**

## **VILLAGE OF INDIAN HEAD PARK ELECTRIC AGGREGATION PLAN OF OPERATION AND GOVERNANCE**

### **I. HISTORY AND PURPOSE OF MUNICIPAL AGGREGATION.**

Pursuant to Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1 *et seq.* municipalities are authorized to aggregate the electric loads of residential and small commercial retail customers and to then solicit bids, select a retail electric supplier, and enter into a Power Supply Agreement to facilitate the purchase of electricity and related services and equipment on behalf of its residents and small businesses. The statute is a part of the state's electric deregulation efforts that allows customers access to competitive retail electric markets.

In accordance with that law, on August 9, 2012, the Village of Indian Head Park (hereinafter the "Village") passed an ordinance entitled *An Ordinance Providing for the Submission to the Electors of the Village of Indian Head Park, Cook County, Illinois, the Question of Whether the Village Should Have the Authority Pursuant to the Illinois Power Agency Act to Arrange for the Supply of Electricity for Its Residential and Small Commercial Retail Customers Who Have Not Opted Out of Such Program* authorizing a referendum to be held at the November 6, 2012, General Election, which asked the voters of the Village for authority to create an Opt-Out electric Aggregation Program for its residents and small business customers. On November 6, 2012, the voters of the Village approved the referendum.

The Village will operate the Aggregation Program pursuant to the requirements of Section 1-92 of the Illinois Power Agency Act (20 ILCS 3855/1-1 *et seq.*) (the "Act"). The Village's Aggregation Program seeks to aggregate the retail electric loads of eligible residents and small commercial retail accounts and to solicit bids for the purchase of that electricity. The Village's Aggregation Program will solicit bids for both a lowest rate alternative as well as an alternative for a cleaner, greener supply of electric power. The Aggregation Program has the potential to attract lower rates than the current default tariff service rate, while also considering a cleaner power supply.

In addition to passing the required ordinances by the corporate authorities, the Village may also be required to comply with various rules and regulations established by authorized agencies of the State of Illinois. The Village will promptly file any application and comply with any applicable rules and regulations that may be required by Illinois law for certification as a Municipal Aggregator and to operate the Aggregation Program under the Act. As required by the Act, the corporate authorities of the Village developed and approved this Electric Aggregation Plan of Operation and Governance (the "Plan"). Before adopting this Plan and as required by the Act, the corporate authorities of the Village published a notice in the Suburban Life Media, a newspaper of general circulation in the Village, of public hearings to be held on December 19, 2012 at 7:30 p.m. and January 8, 2013 at 7:30 p.m. The public hearings were held by the corporate authorities at the Village hall and provided the residents of the Village a meaningful opportunity to be heard regarding the Aggregation Program and this Plan. The corporate authorities considered the concerns of the residents and information disclosed at the hearings in the development of this Plan.

## Draft

An opt-out notice for the Aggregation Program shall be provided in advance to all eligible electric customers in the Village upon approval of this Plan according to the opt-out disclosure program developed by the Village. The opt-out notice and disclosures shall comply with the Act and all applicable rules and regulations of any authorized agency in the State of Illinois and shall fully inform such customers in advance that they have the right to opt-out of the Aggregation Program. The opt-out notice shall disclose all required information including, but not limited to, the rates, terms and conditions of the Aggregation Program and the specific method to opt-out of the Aggregation Program.

It is anticipated that the Aggregation Program will provide the bargaining power achieved through aggregation of electrical power customers. The Aggregation Program is designed to reduce the amount its Aggregation Customers pay for electric energy power supply and gain other favorable terms of service. The Village will not buy or resell power but will seek competitive proposals from competent and licensed Alternative Retail Electric Supplier ("ARES") and will seek to negotiate a written Power Supply Agreement with the selected ARES to provide electric supply at contracted rates to all Aggregation Customers of the Aggregation Program. The ARES shall provide accurate and understandable pricing, ancillary services and an opt-out notification plan. The ARES will also perform and manage ancillary services for the Aggregation Customers as described in this document.

Based upon the results of the competitive proposals, the Village may, however, determine not to enter into a Power Supply Agreement with any ARES and, in such event, the Aggregation Customers shall continue to purchase electric power through Commonwealth Edison. If the corporate authorities enter into a Power Supply Agreement with an ARES, Commonwealth Edison will continue to provide and service delivery of the electricity purchased from the ARES, and metering, repairs and emergency service will continue to be provided by Commonwealth Edison. The corporate authorities have determined that each participant in the Aggregation Program shall receive a single monthly bill from Commonwealth Edison under applicable tariffs.

Because the Village adopted an opt-out Aggregation Program, all customers in the defined aggregation group participate in the Program unless they affirmatively elect to opt-out of the Program. By including procedures by which customers may opt-out, the Aggregation Program ensures that participation is voluntary and individuals have the ability to decline to participate.

As required by law, this Plan describes:

- 1) How the Aggregation Program will provide for universal access to all applicable residential and small business customers and equitable treatment of applicable customers;
- 2) How demand management and energy efficiency services will be provided to each class of customers; and
- 3) How the Aggregation Program will meet any other legal requirements concerning aggregated electric service.

The Village, the Electric Utility and the selected ARES will follow the Plan set forth in this document.

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## II. DEFINITIONS.

The following terms shall have the meanings set forth below:

“Act” shall mean the Illinois Power Agency Act (20 ILCS 3855/1-1 *et seq.*).

“Aggregation Customer” shall mean a residential or small commercial retail electric account enrolled in the Aggregation Program of the Village.

“Aggregation Program” shall mean the program developed by the Village, pursuant to Section 1-92 of the Act (20 ILCS 3855/1-92) and Section 16-104(b) of the Public Utilities Act (220 ILCS 5/16-104(b)), to provide residential and small commercial customers in the Village with retail electric supply as described in this Plan.

“Alternative Retail Electric Supplier” or “ARES” shall mean an entity certified by the Illinois Commerce Commission (“ICC”) pursuant to Section 16-115 of the Public Utilities Act (220 ILCS 5/16-115) meeting all obligations of an ARES pursuant to Section 16-115A of the Public Utilities Act (220 ILCS 5/16-115A) and authorized to offer electric power or energy for sale, lease or in exchange for other value received to one or more retail customers in an Illinois Electric Utility’s service territory, or that engages in the delivery or furnishing of electric power or energy to such retail customers, and shall include, without limitation, resellers, aggregators and power marketers but shall not include the Electric Utility or the Village. For purposes of this document, the definition of Alternative Retail Electric Supplier is more completely set forth in 220 ILCS 5/16-102.

“Ancillary Services” shall mean the necessary services that must be provided in the generation and delivery of electricity. As defined by the Federal Energy Regulatory Commission, they include: coordination and scheduling services (load following, energy imbalance service, control of transmission congestion); automatic generation control (load frequency control and the economic dispatch of plants); contractual agreements (loss compensation service); and support of system integrity and security (reactive power, or spinning and operating reserves).

“Default Tariff Service” shall mean the electricity supply services available to eligible retail customers of the Utility.

“Electric Utility” shall mean Commonwealth Edison (ComEd) as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the Village.

“Eligible Retail Customer” shall mean the residential and small commercial retail customers of the Electric Utility.

“IPA” shall mean the Illinois Power Agency established by Public Act 95-0481, (20 ILCS 3855/1-1 *et seq.*).

“Load” shall mean the total demand for electric energy required to serve the Village’s residential and small commercial customers in the Aggregation Program.

“Municipal Aggregator” shall mean the Village acting as facilitator for the process of securing competitive retail electric rates for the Aggregation Customers within the Village pursuant to the

## Draft

authority conferred by the Act and in accordance with this Electric Aggregation Plan of Operation and Governance.

“Opt-Out” shall mean the process by which an Aggregation Customer who would be included in the Aggregation Program chooses not to participate in the Aggregation Program and to return to Electric Utility’s default tariff service.

“PIPP” shall mean Percentage of Income Payment Plan (PIPP) created by the Emergency Assistance Act, 305 ILCS 20-18 to provide a bill payment assistance program for low-income residential customers.

“Plan” shall mean this Electric Aggregation Plan of Operation and Governance.

“Power Supply Agreement” or “Supply Agreement” shall mean the contract between the Village and the Alternate Retail Electric Supplier.

“REC” shall mean duly certified and verified Renewable Energy Credits.

“Small Commercial Retail Customer” shall mean those retail customers with an annual consumption of 15,000 kilowatt hours per year or less, provided, however, that the definition of Small Commercial Retail will include such other definition or description as may become required by law.

“Utility Fixed-Price Service” shall mean electric supply service provided by the Electric Utility to retail customers under fixed-price service tariffs.

“Utility Hourly Service” shall mean electric supply service provided by the Electric Utility to retail customers, pursuant to tariff, that is not under fixed-price service tariffs.

“Village” shall mean the Village of Indian Head Park.

### **III. RESPONSIBILITIES OF THE VILLAGE.**

**A.** The Village shall be responsible for issuing all required public notices and conducting all required public hearings concerning this Plan and any amendments thereto, the adoption of this Plan and any amendments thereto, in accordance with Section 1-92 of the Act.

**B.** The Village shall be responsible for providing the ARES with resources and publicly available material to screen out customers who are not located within the Village’s boundaries. Those resources may include any or all of the following: property records, water and/or sewer records, fire and/or police department address records, 911 address records, street listings, and maps.

**C.** The Village shall forward to the Electric Utility requests for consumer account data.

**D.** After the adoption of this Plan, the Village Administrator shall submit to the Electric Utility, in writing, a warrant demonstrating the passage of the Village’s municipal aggregation ordinance, the adoption of this Plan by the corporate authorities, and requesting the identification of residential and small retail and commercial electric customer account information and generic load profiles.

## Draft

**E.** The Village will maintain the customer information it receives in a confidential manner as required by law and will use that information only for purposes of its Municipal Aggregation. Customer account information will be considered confidential pursuant to the Freedom of Information Act.

**F.** The Village will review the customer list to remove ineligible customers, provided, however, that the Village shall have no responsibility to potential Aggregation Customers or the ARES for the accuracy of the customer account information provided.

**G.** The Village, individually or as a participant in a group of municipal aggregators, will issue a Request for Proposals ("RFP"), utilizing technical specifications, bidder requirements, bidding processes, and contract documents, to select a single Alternative Retail Electric Supplier (ARES). The Village staff shall evaluate the proposals received and shall recommend a single ARES to serve as the ARES to the Aggregation Customers.

**H.** After the adoption of this Plan and evaluation of the proposals received, the corporate authorities of the Village will consider approval of the Power Supply Agreement with the selected ARES for the provision of electrical power to the Village's Aggregation Customers pursuant to the RFP.

**I.** The Village may, but shall be under no obligation to, enter into any Power Supply Agreement with any ARES and may, in its discretion, choose to have the Aggregation Customers remain on the Electric Utility's default tariff service, or to rebid the provision of electric service under the Aggregation Program under the same or amended terms of this Plan.

**J.** The Village, as the facilitator of this proposal process, shall not be responsible for providing electricity to the Aggregation Customers, or for billing or collecting for electricity provided under any ARES Power Supply Agreement, and shall have no responsibility beyond the duties described herein. The Electric Utility shall continue to provide a single bill to Aggregation Customers for all electrical charges.

#### **IV. ELIGIBILITY.**

Aggregation Customers eligible to participate in the Aggregation Program shall consist of all Eligible Retail Customers located within the Village, exclusive of the following:

1. An Eligible Retail Customer that has a pre-existing agreement with another ARES;
2. An Eligible Retail Customer that has free Electric Utility service;
3. An Eligible Retail Customer that is an hourly rate Electric Utility customer (real time pricing);
4. An Eligible Retail Customer that is on the Electric Utility's electric heat rate;
5. An Eligible Retail Customer that is on the Electric Utility's bundled hold.

#### **V. REQUEST FOR PROPOSALS.**

**A. Proposal Procedures.** The Village, individually or as a participant in a group of municipal aggregators, shall develop a Request for Proposals (RFP) containing the terms and conditions required in this Plan of Operation and Governance. The RFP process will be conducted in accordance with all applicable state laws and local ordinances. The corporate authorities of the Village shall retain the full and absolute right to accept, accept with conditions, or reject any proposal in accordance with this Plan. The Village may, but is not required to, select an ARES to provide an energy power supply for the Aggregation Program according to the terms of the Power Supply Agreement between the Village and the ARES. If the Village does not award a contract as a result of the proposal process, the Village will

## Draft

notify the Aggregation Customers that their electricity will continue to be provided by the Electric Utility's default tariff service provider.

### **B. Contents of the Proposal.**

**1. Term of Agreement.** The initial Power Supply Agreement will be for a minimum one-year period. The proposal may include quotations for additional annual terms. The corporate authorities of the Village shall have discretion to determine the term of any Power Supply Agreement. The Village shall retain the right to cancel the Power Supply Agreement.

**2. Power Mix.** The ARES will quote rates for the following energy mixes:

a. Base Price Option. A single price (\$/kWh) for energy supply that meets all the minimum compliance requirements including, but not limited to, the current renewable energy resource requirements of the Illinois Renewable Portfolio Standard.

b. Enhanced Renewable Energy Mix. Enhanced Renewable Energy Mix means the electricity supply that exceeds the current renewable energy resource requirements of the Illinois Renewable Portfolio Standard. This is conducted by securing Renewable Energy Credits sourced through GATS (Generation Attribute Tracking System) or MRETS (Midwest Renewable Energy Tracking System) registered hydroelectric, wind, solar photovoltaic or captured methane-landfill gas. The ARES shall provide the cost premium associated with providing the Enhanced Renewable Energy Mix option at the following specified levels:

(1) 25% Renewable – REC Supported Mix. Electricity where any non-renewable sources are offset 25% by Renewable Energy Credits sourced through hydro, wind, solar or captured methane-landfill gas.

(2) 50% Renewable – REC Supported Mix. Electricity where any non-renewable sources are offset 50% by Renewable Energy Credits sourced through hydro, wind, solar or captured methane-landfill gas.

(3) 100% Renewable - REC Supported Mix. Electricity where any non-renewable sources are offset 100% by Renewable Energy Credits sourced through hydro, wind, solar or captured methane-landfill gas.

The corporate authorities of the Village shall determine which rate of Renewable Energy Credits to select. The ARES shall provide the electrical power supply at the selected rate and power mix.

**3. Rates.** The proposal documents shall require the ARES to provide the rate information as set forth herein. The Village's intent in soliciting the proposals is to provide residents and small commercial retail accounts with delivered electricity prices that are always less than the Electric Utility's applicable rates. Neither the Village nor the selected ARES will impose any terms, conditions, fees or charges on any Aggregation Customer served by the Aggregation Program other than the rate quoted by the ARES and selected by the Village.

**4. Disclosure.** As part of the RFP, the ARES shall be evaluated to determine "responsibility." Such factors include, but are not limited to, certifications, conflict of interest disclosures, taxpayer identification

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number, past performance, references, compliance with applicable laws, financial stability and the perceived ability to perform as specified. The ARES must have financial resources sufficient, in the opinion of the Village, to ensure performance of the Power Supply Agreement and must provide proof upon request.

**5. Opt-Out Notifications.** The ARES shall describe the manner and time, of no less than twenty-one (21) days, in which the Opt-Out Notification process will be administered and the manner in which it communicates with the Electric Utility to track customer participation in the Aggregation.

**6. Mid-term Customer Additions.** The ARES shall describe how they will handle customers who want to join the Aggregation after the beginning of the Supply Agreement, including customers who relocate within the Village and new customers who establish new electric service.

**7. Qualifications.** The ARES shall demonstrate that they meet all of the qualifications listed in Section C below.

**8. PIPP Participation.** The ARES shall state whether they participate in the PIPP program. The ARES will also describe their process for notifying PIPP customers of the consequences of participating in the Aggregation Program.

**9. Subcontractors.** The ARES shall not employ any subcontractors other than as necessary for administrative tasks such as notices and printing, without the prior authorization of the Village. All subcontractors will be held to the same strict confidentiality standards applicable to the ARES and shall be required to otherwise comply with the requirements of the Power Supply Agreement. The use of subcontractors whether approved or unapproved will not relieve the ARES from the duties, terms and conditions in the Power Supply Agreement. The ARES shall be authorized resellers of electricity.

**10. Aggregation Customer Services.** The ARES shall describe how they will provide Aggregation Customer education, including Aggregation and Opt-Out notices; how they will respond to customer inquiries; how they will communicate with the public regarding the Aggregation Program and any other ongoing consumer education efforts.

**11. Confidentiality.** The ARES must describe the controls they have in place to guarantee the confidentiality of customer information.

**12. Customer Service.** The ARES shall respond with information on how they will provide customer service to the Village.

**13. New Accounts.** The ARES will describe the process for adding new customer accounts to the Aggregation Program during the term of the Power Supply Agreement.

**14. Moving Accounts.** Aggregation Customers moving out of the Village will discontinue service. No fee or penalty shall be assessed by the ARES for termination of supply as a result of moving out of the Village. Aggregation Customer moving within the Village shall receive the same rate as at their previous location.

**15. Early Termination Fee.** After the expiration of the Opt-Out period, Aggregation Customers that leave the Aggregation Program for reasons other than moving outside the Village may be assessed an early



## Draft

termination fee by the ARES. The Village will negotiate with the ARES to ensure that the early termination fee assessed is reasonable and clearly stated in the opt-out disclosure notice. This fee will be no higher than \$25.00 per Aggregation Customer.

**16. Billing.** The selected ARES shall be responsible for coordination with the Electric Utility for all billing. Aggregation Customers shall receive a single bill, issued and payable to the Electric Utility, for both the supply and distribution of electricity.

**C. Qualification of Proposers.** An ARES that responds to the RFP must demonstrate that it satisfies each of the following requirements:

1. Have sufficient sources of power to provide reliable retail electric power to the Aggregation Customers in the Village.
2. Maintain a license as a Federal Power Marketer with the Federal Energy Regulatory Commission.
3. Maintain a certificate of authority from the State of Illinois as a certified retail electric supplier and any and all other licenses or certifications required by the Illinois Commerce Commission.
4. Have registered as a retail electric supplier with the Electric Utility.
5. Maintain a Supply Agreement for Network Integration Transmission Service under Open Access Transmission Tariff.
6. Maintain a Service Agreement under Illinois Market-based Rate Tariff.
7. Maintain the necessary corporate structure to sell energy power supplies to the Aggregation Customers in the Village.
8. Maintain an Electronic Data Interchange computer network that is fully functional at all times and includes back-up file-saving systems and is capable of handling the Aggregation Customers.
9. Maintain the marketing ability to reach all Aggregation Customers to educate them on the terms of the Aggregation Program and the Act, ensuring that marketing materials take into account multiple modes of communication including, but not limited to, regular mail using the Village's envelopes, e-mail distribution lists, websites, social media and phone contact.
10. Maintain a call center capable of handling calls from Aggregation Customers in addition to the existing customers of the ARES.
11. Maintain a local or toll-free telephone access line which shall be available to Aggregation Customers 24 hours a day, seven days a week. Trained company representatives shall be available to respond to Aggregation Customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours shall be responded to by a trained company representative on the next business day. Under normal operating conditions, telephone answer times by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30)

## Draft

seconds. The ARES shall submit reports to the Village at least once per quarter, indicating that it has met these standards at least ninety percent (90%) of the time under normal operating conditions during the preceding quarter.

12. Maintain a website for the Aggregation Customer. The website shall provide basic information concerning the Aggregation Program and shall facilitate Aggregation Customer inquiries by providing a platform for the submission of questions by e-mail or text. Responses to inquiries submitted through the website platform shall be generated within twenty-four (24) hours.

13. Provide customer service for Aggregation Customer requiring non-English verbal and written assistance.

14. Provide customer service for hearing-impaired Aggregation Customers.

15. Provide proof of the company's bond posting with the Illinois Commerce Commission.

16. Provide a certification that the ARES and its shareholders holding more than five percent (5%) of the outstanding shares of the ARES, its officers and directors are:

- a. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; and
- b. Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4).

17. Provide a certification that:

a. The ARES, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:

(1) Publishing a statement:

- a. Notifying employees directly engaged in the performance of this Agreement that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the ARES's workplace;
- b. Specifying the actions that will be taken against employees directly engaged in the performance of the Power Supply Agreement for violations of such prohibition;

c. Notifying the employee directly engaged in the performance of the Power Supply Agreement that, as a condition of employment on such Power Supply Agreement, the employee will;

- i. Abide by the terms of the statement;
- ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(2) Establishing a drug-free awareness program to inform employees directly engaged in the performance of the Power Supply Agreement about:

- a. the dangers of drug abuse in the workplace;
- b. the ARES's policy of maintaining a drug-free workplace;
- c. any available drug counseling, rehabilitation, and employee assistance program; and
- d. the penalties that may be imposed upon employees directly engaged in the performance of the Power Supply Agreement for drug violations;

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- (3) Making it a requirement to give a copy of the statement required by Subsection 17(a)(1) to each employee directly engaged in the performance of the Power Supply Agreement, and to post the statement in a prominent place in the workplace;
  - (4) Notifying the Village within ten (10) days after receiving notice under paragraph 17(a)(1)c(ii) from an employee directly engaged in the performance of the Power Supply Agreement or otherwise receiving actual notice of such conviction;
  - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug- abuse assistance or rehabilitation program by any employee directly engaged in the performance of this Power Supply Agreement who is so convicted, as required by 30 ILCS 580/5;
  - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
  - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- b. The ARES has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- c. No Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the ARES; or, if the ARES's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Supplier, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of the ARES, the ARES has disclosed to the Village in writing the name(s) of the holder of such interest.
- d. No officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Supplier in violation of Ordinance No. 04-3 adopted by the Village pursuant to the requirements of the Illinois State Gift Ban Act;
- e. The ARES has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Ordinance No. 04-3 adopted by the Village pursuant to the requirements of the Illinois State Gift Ban Act; and
- f. Neither the Supplier nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

18. Satisfy the credit requirements of the State of Illinois and the Village.

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19. Authorized to do business in the State of Illinois.
20. Have the authority (to the satisfaction of the Village's attorney) to enter into a binding agreement with the Village.
21. Comply with all applicable laws and regulations of the State of Illinois; and
22. Abide by the terms of this Plan.

**D. Proposal Evaluation.** The Village will evaluate the bids on the following criteria:

1. Qualifications of the ARESs;
2. Rates and corresponding power mixes;
3. Quality of the Response to the Aggregation Plan;
4. Quality of Marketing Plan and Timeline;
5. Experience;
6. Any other factors deemed to be in the Village's best interest.

The Village reserves the right to reject any or all proposals.

## VI. POWER SUPPLY AGREEMENT.

The Village will select the preferred ARES supplier through the RFP process. The Village shall negotiate the final terms and conditions for the Power Supply Agreement. The Village shall enter into a Power Supply Agreement with the selected ARES which contains the following minimum terms and conditions:

**A. Term.** The Power Supply Agreement shall be for a minimum of a one-year period and may include additional annual terms. Following the expiration of the term, the ARES may provide a renewal option with written notice. If the Agreement is extended or renewed, Aggregation Customers will be notified by the Village as required by law and the rules of the Illinois Commerce Commission and IPA as to any change in rates or service conditions. The corporate authorities of the Village will have the discretion to set the length of any subsequent Power Supply Agreement term.

**B. Rate.** The Power Supply Agreement shall specify the rates and the power mix as quoted in the proposal and shall specify any other charges or fees, such as a disconnection, opt-out or opt-in fee.

**C. Compliance with Requirements in the Proposal.** The Power Supply Agreement shall require the ARES to maintain all required qualifications, and to provide all services required in the proposal.

**D. Confidentiality of Customer Database.** In addition to the protection of customer-specific information described in Section 1-92 of the Act and to ensure compliance with Section 1-92 of the Act, the ARES selected by the Village shall establish and follow appropriate protocols to preserve the confidentiality of customer-specific information and limit the use of such customer-specific information strictly and only to effectuate the provisions of Section 1-92 of the Act. The ARES shall ensure that these protocols, at the minimum, (1) reasonably limit the number of authorized representatives of the ARES who have access to the customer-specific information; (2) provide that the ARES will not disclose, use, sell, or provide customer-specific information to any person, firm, or entity for any purposes outside of the Aggregation Program; and (3) acknowledge that the customer-specific information remains the property of the Village, and that breaches of confidentiality will have certain, specified, and sufficient

## Draft

consequences, including those consequences as described in Section 16-115B(b) of the Public Utilities Act. This confidentiality requirement will survive the termination of the Power Supply Agreement. The Village, upon receiving customer information from the Electric Utility, shall be subject to the limitations on the disclosure of that information described in Section 2HH of the Consumer Fraud and Deceptive Practices Act (815 ILCS 505/2HH).

**E. Non-Competition.** The ARES shall not solicit or contract directly with eligible Aggregation Customers for service or rates outside the Aggregation Program and shall not use the Customer information for any other marketing purposes.

**F. Hold Harmless.** The ARES shall hold the Village and its Aggregation Customers financially harmless from any and all financial obligations arising from the Aggregation Program and indemnify the Village and its Aggregation Customers pursuant to the terms of the Power Supply Agreement.

**G. Additional Services.** The Power Supply Agreement may provide that the ARES will assist the Village in developing an Aggregation Customer Education Plan and in the development of an Energy Efficiency program, or provide such other energy efficiency education services as may be mutually agreed upon by the parties.

**H. Reporting.** The Power Supply Agreement will provide that the ARES will provide the Village with such reports and information as required in this Plan.

**I. Renewable Energy Options.** The Power Supply Agreement may provide, at the option of the Village, the inclusion of additional renewable energy supply options. The Village shall have the option to negotiate the purchase of Renewable Energy Credits ("RECs") at various specified volumes up to 100%. Additionally, the Village shall seek to establish mechanisms that facilitate the purchase of RECs by Aggregation Customers.

**J. Equal Employment Opportunity.** The Power Supply Agreement shall provide that the ARES comply with Equal Employment Opportunity in compliance with the Illinois Human Rights Act, the rules and regulations of the Illinois Department of Human Rights and the Public Works Employment Discrimination Act.

**K. Prohibition of Segregated Facilities.** The Power Supply Agreement shall provide that the ARES prohibit segregated facilities in compliance with the Illinois Human Rights Act and the rules and regulations of the Illinois Department of Human Rights.

**L. Sexual Harassment Policy.** The Power Supply Agreement shall provide that the ARES will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

## VII. IMPLEMENTATION PROCEDURES.

**A. Development of Customer Database.** Pursuant to Illinois Commerce Commission regulations, after this Plan is approved by the Village, the Village Administrator or his designee shall submit a Direct Access Request and Government Authority Aggregation Form to the Electric Utility (ILL.C.C. No.10 Rate GAP Government Aggregation Protocols, Sheets 406-411, April 17 2011) requesting that it provide the Village with the account numbers, names, and addresses of all residential and Small Commercial Retail Customers in the Village that are reflected in the Electric Utility's records at the time of the request

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("Retail Customer Identification Information"). The Electric Utility, upon receipt of the Direct Access Request and Government Authority Aggregation Form to the Electric Utility shall provide the Village with the Customers in the Village that are reflected in the Electric Utility's records at the time of the request ("Retail Customer Identification Information"), in an electronic format readable by the Village, within ten (10) business days of receiving the request. When providing residential and Small Commercial Retail Customer account numbers, names, and addresses to the Village pursuant to subsection (c) of Section 1-92 of the Act, the Electric Utility shall identify, at a minimum, customers that are receiving, or pending to receive, utility hourly service or retailer electric supplier service. The identification of customers receiving retailer electric supplier service, or pending to receive RES service, shall not disclose the names of the retailer electric supplier providing such services. If the Electric Utility's records do not distinguish between Aggregation Customers receiving retailer electric supplier service and non-Aggregation Customers receiving retailer electric supplier service, then the incumbent ARES shall provide the Village with information that allows the Village to identify Aggregation Customers receiving service from the incumbent ARES. Unless otherwise agreed upon between the Village and the incumbent ARES, the identifying information must be provided within ten (10) business days of the request. After selecting and contracting with an ARES, the Village, under a confidentiality agreement with the ARES, will work with the ARES, to remove any Eligible Retail Customers determined to be ineligible for the Aggregation Program due to one or more of the following:

1. The Eligible Retail Customer is not located within the Village;
2. The Eligible Retail Customer has a pre-existing agreement with another ARES;
3. The Eligible Retail Customer has free Electric Utility service;
4. The Eligible Retail Customer is an hourly rate Electric Utility customer (real time pricing);
5. The Eligible Retail Customer is on the Electric Utility's electric heat rate;
6. The Eligible Retail Customer is on the Electric Utility's bundled hold.

The Eligible Retail Customer Identification Information will remain the property of the Village, and the ARES shall comply with the confidentiality and non-compete provisions in the Power Supply Agreement. After the Eligible Retail Customer Identification Information is reviewed, the ARES will mail the Opt-Out Notices described below to all Eligible Retail Customer account holders within the boundaries of the Village. The ARES shall treat all customers equally and shall not deny service to any Aggregation Customer, or alter rates for different classes of Aggregation Customer unless as authorized by law.

**B. Maintenance of Accurate and Secure Customer Records.** The ARES will maintain a secure database of Aggregation Customer account information. The database will include the Electric Utility account number, an ARES account number of each active Aggregation Customer, and other pertinent information such as rate code, rider code (if applicable), and usage and demand history. The database will be updated on an ongoing basis. The ARES will maintain the database in a secure and confidential manner. The ARES will keep Aggregation Customer account information for a minimum of two years following the termination of the service.

**C. Opt-Out Process.** The Aggregation Program is an Opt-out program pursuant to 20 ILCS 3855/1-92. All Eligible Retail Customers will be automatically enrolled in the Aggregation Program after the Opt-out period expires, unless the Eligible Retail Customer timely opts out of the Aggregation Program pursuant to the procedures stated below. Any Eligible Retail Customer may Opt-out of the Aggregation Program at any time during the Opt-out period. Any Eligible Retail Customer that opts out of the Aggregation Program pursuant to the procedures stated below will automatically be placed on the Electric Utility default tariff service unless and until the Aggregation Customer chooses another ARES.

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**1. Manner of Providing Notices and Information.** The ARES shall pay for printing and mailing of all Aggregation and Opt-out Notices. The ARES will mail Aggregation and Opt-out Notices to the eligible Aggregation Customers at the address provided with the Retail Customer Identification Information provided by the Electric Utility.

**2. Content of Notice.**

a. The Village and the ARES will agree to the format and contents of the Aggregation and Opt-Out Notice prior to distribution or mailing. The notice will inform the Aggregation Customer of the existence of the Aggregation Program, the identity of the ARES, the rates to be charged. The notice will also inform PIPP customers of the consequences of participating in the Aggregation Program. All aggregation notices to residential and Small Commercial Retail Customers, detailed herein, must identify the Village by name and include, if applicable, the Village's logo, on the envelope and first page of any included letter. The notice shall be signed by the Village Administrator or his designee. The aggregation disclosure shall include a statement that all customers are able to purchase their electricity supply from an ARES or the Electric Utility (either utility fixed-price or hourly service), and must include the [www.PlugInIllinois.org](http://www.PlugInIllinois.org) Internet address. The aggregation disclosures must include a local or toll-free telephone number, with the available calling hours, that the residential and Small Commercial Retail Customers may call with any questions regarding the Aggregation Program. Such telephone number shall not be the ARES' or the Electric Utility's main telephone number.

b. Every residential and Small Commercial Retail Customer receiving or pending to receive utility fixed-price service or an incumbent ARES service, shall receive, by mail, a notice that prominently states all charges to be made, and shall include full notice of the cost to obtain service pursuant to Section 16-103 of the Public Utilities Act, how to access it, and the fact that it is available to them without penalty, if they are currently receiving service under that Section. If the Aggregation Program contains a fee for the early termination of the program by the customer, the amount of such a fee must be included in the notice. The notice shall describe how to opt-out of the Aggregation Program, including a due date, expressed as month, day, and year, for customers to opt-out of the Aggregation Program.

c. Every residential and Small Commercial Retail Customer receiving, or pending to receive, utility hourly service, must receive, by mail, a notice that prominently states all charges to be made and shall include full notice of the cost to obtain service pursuant to Section 16-103 of the Public Utilities Act. . If the Aggregation Program contains a fee for the early termination of the program by the customer, the amount of such a fee must be included in the notice. The notice must also describe the affirmative actions needed in order to join the Aggregation Program. The notice must remind customers that their request to join the Aggregation Program might be denied by the Electric Utility if the customer is still within the first year of receiving utility hourly service. The notice must not contain any comparison of the proposed aggregation rate to the Electric Utility's fixed-price service rate. The disclosure must state that potential savings depend on the customers' actual hourly use patterns and that the savings may vary. The ARES must verify such a customer's request to join the Aggregation Program in the same manner as an electric service provider confirms a change in a customer's selection of a provider of electric service under subsections (a) through (c) of Section 505/2EE of the Consumer Fraud and Deceptive Business Practices Act. The disclosure must include a statement that, pursuant to Section 16-107.5(d)(3) and Section 16-107.5(e)(3) of the Public Utilities Act, net metering customers may forfeit credits for electric supply service and delivery service, or both, as a result of the switch to the aggregation supplier.

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d. Every residential and Small Commercial Retail Customer receiving, or pending to receive, non-aggregation retail electric supplier service, must receive, by mail, a notice that prominently states all charges to be made and shall include full notice of the cost to obtain service pursuant to Section 16-103 of the Public Utilities Act. The notice must also describe the affirmative actions needed in order to join the Aggregation Program. If the Aggregation Program contains a fee for the early termination of the program by the customer, the amount of such a fee must be included in the notice. The notice must remind customers that their current retail electric supplier contract might include fees for early contract termination. The notice must not contain any comparison of the proposed aggregation rate to the electric utility's fixed-price service rate. The ARES must verify such a customer's request to join an Aggregation Program in the same manner as an electric service provider confirms a change in a customer's selection of a provider of electric service under subsections (a) through (c) of Section 505/2EE of the Consumer Fraud and Deceptive Business Practices Act.

e. The notice will provide customers at least two different methods to Opt-Out of the Aggregation Program: 1) by returning a postage pre-paid postcard or similar notice and 2) by at least one of the following methods: telephone, e-mail, or Internet notice. A customer may choose any offered method to opt-out, and shall not be required to opt-out through more than one opt-out method. The ARES may offer additional means of opting out of the Aggregation Program. The notice shall include a statement that, pursuant to Section 16-107.5(d)(3) and Section 16-107.5(e)(3) of the Public Utilities Act, net metering customers may forfeit credits for electric supply service and delivery service, or both, as a result of the switch to the aggregation supplier. The notice must also include a statement that those customers who do not opt-out of the Aggregation Program will have been deemed to have authorized and agreed to being enrolled in the Aggregation Program and to having their electric supply service switched to the ARES under the terms and conditions applicable to the Aggregation Program.

**3. Time to Respond.** Aggregation Customers shall have at least eighteen (18) calendar days from the postmark date on the notice to opt-out of the Aggregation Program. The time to respond shall be calculated based on the postmark date of the notice to the customer and the postmark date of the customer's response. Upon receipt of the opt-out reply, the ARES will remove the account from the Aggregation Program. After the expiration of the Opt-Out period, the Customer list shall become final. All Eligible Retail Customers who have not opted out during the Opt-Out period will be automatically enrolled in the Aggregation Program. Aggregation Customers shall not need to take any affirmative steps in order to be included in the Aggregation Program. In the event that an eligible Aggregation Customer is inadvertently not sent an Opt-Out Notice, or is inadvertently omitted from the Aggregation Program, the ARES will work with the Village and the Aggregation Customer to ensure that the Aggregation Customer's decision to remain in, or opt-out, of the Aggregation Program is properly recorded and implemented by the ARES.

**4. Change of ARES.** Subsequent to the initial commencement of the Aggregation Program, the ARES shall send to the Aggregation Customers a notice informing them of their right to terminate their participation in the Aggregation Program without an early termination fee at least every two years from the initial commencement of the Aggregation Program. The notice shall state the duration within which Aggregation Customers may exercise their right to terminate the Aggregation Program without an early termination fee, provided, however, that Aggregation Customers must have at least eighteen (18) calendar days from the notice's postmark date within which to exercise this right. Such notice shall also be sent in case of any change in the aggregation rate or rates, duration of the contract, or supplier of the Aggregation Program.



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**5. Change of Address.** Aggregation Customers who move from one location to another within the corporate limits of the Village shall retain their participant status.

**D. Notification to the Electric Utility.** Pursuant to ILL.C.C. No.10, Rate GAP, after the Opt-Out response period has expired, the ARES shall submit the account numbers of participating Aggregation Customers to the Electric Utility and the rate to be charged to those Aggregation Customers pursuant to the Power Supply Agreement and the Aggregation Customer's election. The ARES shall provide that information to the Electric Utility in the format the Electric Utility requires. The ARES will establish procedures and protocols to work with the Electric Utility on an ongoing basis to add, delete or change any customer participation or rate information. The Electric Utility will then notify the Aggregation Customers that they have been switched to the ARES and provide the Aggregation Customer with the name and contact information of the ARES. Aggregation Customers will have the option to rescind their participation in the program according to time frames and procedures established by the Electric Utility.

**E. Activation of Service.** After the Opt-out response period has expired and upon notification to the Electric Utility, the ARES will begin to provide electric power supply to the Aggregation Customers of the Aggregation Program without consumer action. The service will begin on the customer's normal meter read date within a month when power deliveries begin under the Aggregation Program.

**F. Billing and Fees.** Collection and credit procedures remain the responsibility of the Electric Utility and the individual Aggregation Customer. Aggregation Customers are required to remit and comply with the payment terms of the Electric Utility. The Village shall not be responsible for late payment or non-payment of any Aggregation Customer accounts. Neither the Village nor the ARES shall have separate credit or deposit policies for Aggregation Customers.

**1. Early Termination.** Aggregation Customers may terminate service from the ARES without penalty if they relocate outside of the Village. Aggregation Customers who did not opt-out of the Aggregation Program during the Opt-out Period and who later leave the Aggregation Program for other reasons may be assessed an early termination fee by the ARES not to exceed \$25.

**2. Enrollment Fee.** For any new Aggregation Customer that joins the Aggregation Program after the activation of service by the ARES for the Village, the ARES may charge an enrollment fee only to establish service at a property for which the ARES had not previously provided service in the preceding 30 days. The ARES shall not charge any enrollment fee with respect to any property for which the identity of the Aggregation Customer is changed but at which service is interrupted for a period of less than 30 days. Any enrollment fee authorized pursuant to this paragraph shall not exceed \$25.

**3. Switching Fee.** Aggregation Customers changing residency within the Village will not be assessed early termination or enrollment fees. The ARES shall continue service at the same rate and under the same terms and conditions for any Aggregation Customer who relocates within the Village prior to the expiration of the contract term, provided that the Aggregation Customer notifies the ARES of his or her desire to do so with 30 days' notice. Moving within the Village may cause the Aggregation Customer to be served for a brief period of time by the Electric Utility. The ARES shall have the right to bill the participant for any associated switching fee imposed by the Electric Utility.

## G. Enrollments.

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**1. New Accounts.** The ARES must facilitate the addition of new Aggregation Customer accounts to the Aggregation Program during the term of the Power Supply Agreement. Residents and Small Commercial Retail Customers that move into the Village after the Opt-Out Period will NOT be automatically included in the Aggregation Program. Aggregation Customers wishing to opt-in to the Aggregation Program may contact the ARES to obtain enrollment information. All new accounts shall be entitled to the rates set forth in the Power Supply Agreement.

**2. Re-Joining the Aggregation Program.** After opting out, Aggregation Customers may rejoin the Aggregation Program at a later date in the same manner as new residents and Small Commercial Retail Customers moving into the Village. These Aggregation Customers may contact the ARES at any time to obtain enrollment information. All Aggregation Customers who re-join the Aggregation Program shall be entitled to the rates set forth in the Power Supply Agreement.

**3. Percentage of Income Payment Plan (PIPP) Participation.** The ARES must facilitate billing for Aggregation Customers enrolled in the PIPP bill payment assistance program for low-income residential customers. The ARES must also notify PIPP customers of the consequences of participating in the Aggregation Program.

**4. Change of Address.** Aggregation Customers who move from one location to another within the corporate limits of the Village shall retain their participant status.

**5. Cooperation with Electric Utility.** The ARES will establish procedures and protocols to work with the Electric Utility on an ongoing basis to add, delete or change any Aggregation Customer participation or rate information.

### **H. Aggregation Customer Services.**

**1. Program Management and Documentation.** The ARES must have standard operating procedures in place that govern Aggregation Customer education, Opt-Out notification, Aggregation Customer inquiries, and public outreach regarding the Aggregation Program.

#### **2. Aggregation Customer Inquiries.**

a. Procedures for Handling Customer Complaints and Dispute Resolution. Concerns regarding service reliability should be directed to the Electric Utility, billing questions should be directed to the Electric Utility or the ARES, and any unresolved disputes should be directed to the Illinois Commerce Commission.

b. Telephone Inquiries. The ARES must maintain a local or toll-free telephone access line which will be available to Aggregation Customers 24 hours a day, seven days a week. Trained company representatives will be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day. Under normal operating conditions, telephone answer times by a customer representative, including wait time, shall not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed 30 seconds. These standards shall be met no less than 90 percent of the time under normal operating conditions, measured on a quarterly basis.

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c. Internet and E-mail. The ARES must establish and maintain a website for the Aggregation Customers. The website will provide basic information concerning the Aggregation Program and will facilitate Aggregation Customer inquiries by providing a platform for the submission of questions by email or text. Responses to inquiries submitted through the website platform must be generated within 24 hours.

d. Bilingual Services. The ARES must provide customer service for Aggregation Customers requiring non-English verbal and written assistance.

e. Hearing Impaired. The ARES must provide customer service for hearing impaired Aggregation Customers.

**3. Disclosures.** The ARES will provide the Aggregation Customers with updates and disclosures mandated by Illinois Commerce Commission and IPA rules.

**I. Reliability of Power Supply.** The Aggregation Program shall only affect the generation source of the electric power. The Electric Utility shall continue to deliver power through its transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with the Electric Utility. If Aggregation Customers have service reliability problems, they should contact the Electric Utility for repairs. The Illinois Commerce Commission has established “Minimum Reliability Standards” for all utilities operating distribution systems in Illinois. Aggregation Customer outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels. In addition to maintaining the “wires” system, the Electric Utility is required to be the “Provider of Last Resort.” This means that if the ARES fails for any reason to deliver any or all of the electricity needed to serve the Aggregation Customers’ needs, the Electric Utility shall immediately provide for the shortfall. The Electric Utility would then bill the ARES for the power provided on the ARES’ behalf. The Aggregation Customers would incur no additional cost.

## VIII. ADDITIONAL SERVICE TERMS AND CONDITIONS.

**A. Aggregation Customer Education.** At the discretion of the Village, the ARES will assist Village in developing and implementing a program to educate residential and small commercial retail Aggregation Customers on the Aggregation Program, as well as energy efficiency and conservation tools. The ARES will also provide the Aggregation Customers with updates and disclosures mandated by Illinois Commerce Commission and IPA rules.

**B. Universal Access.** The ARES will implement a process to provide universal access including Aggregation Customer Education for multi-lingual Aggregation Customers and Aggregation Customers with disabilities.

**C. Customer Service.** The ARES will develop and administer a customer service process that, at a minimum is able to: (i) accommodate Aggregation Customer inquiries and complaints about energy supply and services; and (ii) answer questions regarding the Aggregation Program in general. This process will include a local telephone number for customer inquiries; a description of how telephone inquiries will be handled; a description of how communications between the Village, the ARES and the Electric Utility will be reviewed for quality and timeliness; and a process by which the ARES can demonstrate meeting minimum customer service standards.

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**D. Compliance with Laws.** The ARES will develop internal controls and processes to ensure that the Village remains in good standing as a Municipal Aggregator that complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time.

### E. Reporting.

**1. Power Mix Reporting.** The ARES shall deliver quarterly reports to the Village which substantiate that:

- a. it generated or purchased electricity with the claimed attributes in amounts sufficient to match actual consumption by the Aggregation Customers;
- b. the electricity was supplied to the interconnected grid serving the Aggregation Customers; and
- c. the same generated electricity was not sold to more than one Aggregation Customer.

The report will show the source of the power and demonstrate that the power was provided in accordance with Renewable Portfolio Standards and the federal Clean Air Act regulations and permits.

**2. REC Reporting.** The ARES shall deliver reports that provide competent and reliable evidence to support the fact that it purchased properly certified RECS in a sufficient quantity to offset the nonrenewable energy provided in the mix.

**3. Aggregation Reports.** The ARES shall provide the Village with quarterly reports showing the number of Aggregation Customers participating in the Aggregation Program and the total cost for energy provided to the Aggregation Program as compared to the Electric Utility's default tariffed service rates. In addition, the ARES will report its efforts at Aggregation Customer education.

**4. Notification to the Illinois Commerce Commission.** The ARES shall provide, within three (3) business days after the Village or the ARES has made such information public, but no later than three (3) business days after the postmark date of the customer notifications, the following Aggregation Program information to the Illinois Commerce Commission's Office of Retail Market Development:

- a. The end date (expressed in month/year) of the Power Supply Agreement, and, if different, the end date (expressed in month/year) of the aggregation rate or rates;
- b. The aggregation rate or rates (expressed in cents per kWh); and
- c. Any fees for early termination of the contract by the customer.

### F. Termination of Service.

**1. End of Term.** The Power Supply Agreement with the ARES will terminate upon its expiration, provided that the ARES will continue to provide service at its best rate on a month-to-month basis after the expiration of the contract term until the Village provides it with a 30-day written notice to discontinue providing service.

**2. Early Termination.** The Village will have the right to terminate the Power Supply Agreement prior to the expiration of the term in the event the ARES commits any act of default. Acts of default include, but are not limited to, the following:

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- a. Breach of Confidentiality regarding Customer information;
- b. The ARES' becoming disqualified to perform the services by virtue of the lapse or revocation of any required license or certification listed as a qualification in the RFP;
- c. The Electric Utility's termination of its relationship with the ARES;
- d. Any act or omission that constitutes deception by affirmative statement or practice, or by omission, fraud, misrepresentation, or a bad faith practice;
- e. Billing in excess of the approved kWh rates and stated charges;
- f. Billing or attempting to collect any charge other than the approved KWh rates and contractually approved charges;
- g. Failure to perform at minimum levels of customer service required by the Village;
- h. The ARES' becoming insolvent or be declared bankrupt, committing any act of bankruptcy, or insolvency or making an assignment for the benefit of creditors;

The Village will provide the ARES with written notice of immediate termination in the event that any of the defaults listed above under subsections a. through d. exist. The Village will provide the ARES with written notice of default in the event of any default listed under subsections e. through g., or any other event of default not listed above. The ARES and the Village will attempt to resolve any issues cooperatively within seven (7) business days. If the issue is not resolved, the Village will again notify the ARES in writing of its intention to terminate the agreement within thirty (30) days if the issue is not resolved to the Village's satisfaction.

In the event that any Power Supply Agreement is terminated for any reason prior to the end of the scheduled term, each Aggregation Customer shall receive prompt written notification from the ARES of termination of the Aggregation Program at least sixty (60) days prior to termination of service under the Power Supply Agreement. If the Power Supply Agreement is not extended or renewed, Aggregation Customers shall be notified in a manner determined by the Village and any applicable law, prior to the end of any service. Aggregation Customers shall also be notified of their right to select an alternate retail electric supplier and of their ability to return to the Electric Utility provided supply service upon termination of the Power Supply Agreement.

Upon termination of the Power Supply Agreement for any reason, the Village will notify the Electric Utility to return the Aggregation Customers not selecting an ARES to the default tariff electric service. Upon termination, each individual Aggregation Customer will receive written notification from the Village of the termination of the Aggregation Program. Such notice will also inform Aggregation Customers of their electric supply options.

**G. Jurisdiction.** Any disputes between the ARES and the Village will be resolved in the courts or before state agencies in the State of Illinois regardless of any conflicts laws to the contrary.

**H. Limitation of Liability.** THE VILLAGE SHALL NOT BE LIABLE TO AGGREGATION CUSTOMERS FOR ANY CLAIMS, HOWEVER STYLED, ARISING OUT OF THE AGGREGATION PROGRAM OR OUT OF ANY VILLAGE ACT OR OMISSION IN FACILITATING THE AGGREGATION PROGRAM. IN ADDITION, THE ARES SHALL HOLD THE VILLAGE HARMLESS FROM ANY CLAIM, CAUSE OF ACTION, OR PROCEEDING OF ANY KIND WHICH MAY BE FILED AGAINST THE VILLAGE ARISING OUT OF THE SERVICES PROVIDED BY THE ARES OR ANY ACT OR OMISSION OF THE VILLAGE IN OBTAINING THE SERVICES OF THE ARES. PARTICIPANTS IN THE AGGREGATION PROGRAM SHALL ASSERT ANY SUCH CLAIMS SOLELY AGAINST THE ARES PURSUANT TO THE POWER SUPPLY AGREEMENT, UNDER WHICH SUCH PARTICIPANTS ARE EXPRESS THIRD PARTY BENEFICIARIES.

## **IX. AMENDMENT OF THE PLAN.**

The Plan and the operation of the Aggregation Program may be impacted by the following:

1. Amendments to the Act;
2. Enactment or amendment of the Federal Energy Regulatory Commission (FERC) tariffs;
3. Enactment or amendment of the Illinois Commerce Commission rules and regulations;
4. Enactment or amendment of the Electric Utility's tariffs
5. Enactment or amendment of federal, state and local laws;
6. Enactment or amendment of rules, regulations, and orders by federal, state or local regulatory Agencies; or
7. Changing electrical power supply, demand or market conditions.

The Village reserves the right to modify or amend any of the provisions of this Plan to address the enactment or amendment of any tariffs, laws, rules or regulations affecting the Aggregation Program or in response to changing electrical power supply, demand or market conditions.

## **X. INFORMATION AND COMPLAINT NUMBERS.**

Copies of this Plan will be available from the Village free of charge. Any electric customer, including any participant in the Village's Aggregation Program, may contact the Illinois Commerce Commission for information, or to make a complaint against the Aggregation Program, the ARES or Commonwealth Edison. The Illinois Commerce Commission may be reached toll free at 217-782-5793. Individuals can also contact the Village by telephone at 708-246-3080, by facsimile at 708-246-7094 or e-mail at [admin@indianheadpark-il.gov](mailto:admin@indianheadpark-il.gov).